

GROUP BIKE RIDE PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

You do hereby affirm and acknowledge that you have been fully informed of the inherent hazards and risks associated with the **Black Folk, Group Bicycle Ride** activities, transportation of equipment related to the activities, and traveling to and from activity sites in which you are about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of your own or others' equipment.
3. YOU AGREE THAT YOU WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT YOU ARE PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. You further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. You certify that you are physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional.
5. You certify that there are no health-related reasons or problems which preclude your participation in this activity.
6. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to sand and gravel surfaces, mud, water, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and unpadded barriers, other persons, and other natural and man-made hazards.
7. Your own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
8. Exposure to the elements and temperature extremes may result in frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
10. Accidents or illness occurring in remote places where there are no available medical facilities.
11. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
12. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, you hereby agree, acknowledge and appreciate that:

1. YOU HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as **Rawls Enterprises**.
 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that you, your estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By participating in this activity(ies) and related activities, you agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
 3. You understand that any group ride activities we organize are not led by anyone, there are no Guides and you are not being guided by any person, making you ultimately responsible for what you do and your own safety.
2. By participating in the event, You are not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.
- YOU HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, YOU FULLY UNDERSTAND ITS TERMS, YOU UNDERSTAND THAT YOU HAVE GIVEN UP LEGAL RIGHTS BY PARTICIPATING IN THIS ACTIVITY(IES) AND RELATED ACTIVITIES, AND I AM PARTICIPATING FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.